



**RFQ No. W912DW-05-Q-0149**

**US Army Corps  
of Engineers®**  
Seattle District

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## **Project: Repair Buoy at Lake Washington Ship Canal**

**Location: Seattle, WA**

### **SUPPLY AND SERVICE SOLICITATION AND SPECIFICATION**

**Closing Date: 14 September 2005**

**Closing Time: 11:00 a.m.**

**REMARKS:** Quotes may be faxed to (206) 764-6817, Attention: Angela Dexter or mailed to US Army, Corps of Engineers, Seattle District, Attention: Angela Dexter P.O. Box 3755, Seattle, WA 98124-3755, Or sent by e-mail to [angela.a.dexter@usace.army.mil](mailto:angela.a.dexter@usace.army.mil)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5223-2850		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0149	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801	
6. SOLICITATION ISSUE DATE 08-Sep-2005		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 14 Sep 2005		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 812990 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO LAKE WASHINGTON SHIP CANAL 3015 NORTHWEST 54TH ST. SEATTLE WA 98107-4299 TEL: FAX:		CODE G3R0W00		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 47

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

NOTE

1. Representation and Certification contained herein must be complete by quoter and returned with offer.

**QUOTE FOR: Repair Service on Buoy Equipment at Hiram M. Chittenden Locks  
Seattle, Washington**

**Request for Quotations No. W912DW-05-Q-0149**

**CLOSING DATE AND TIME: 14 September 2005, 11:00 AM  
LOCAL TIME**

**AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED**

2. PROSPECTIVE OFFERORS: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulation Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

The WEB Site may be accessed at <http://www.ccr.gov>. You may call 1-888-227-2423 to obtain a Registration Packet or to Register on Line at WWW.ACQ.OSD.MIL/EC.

**3. Award shall be made to the Responsive and Responsible Offeror with the Lowest Total Offer.**

**\*\*\* Technical question will need be via email to [angela.a.dexter@usace.army.mil](mailto:angela.a.dexter@usace.army.mil) before closing date of solicitation.**

4. FACNET and NON-FACNET responses will be accepted. Responses may be faxed until the time and date set for closing. Attention by Faxes to Angela Dexter, (206) 764-6817.

Angela A. Dexter, Purchasing Agent  
Email address: [angela.a.dexter@usace.army.mil](mailto:angela.a.dexter@usace.army.mil)

Telephone: (206) 764-6801

5. Please provide the following information:

Federal Tax ID Number: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_  
Remit to Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
e-mail address if available: \_\_\_\_\_

Is Visa accepted as a method of payment? Yes \_\_\_\_\_ No \_\_\_\_\_

**6. Payment by Millington**

**Web Invoicing System (WInS)**

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WInS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REPAIR JOB ON BUOY FFP	1	Lump Sum	_____	_____

Provide all labor, material, equipment to repair and paint one mooring buoy located at Lake Washington Ship Canal in accordance with the Scope of Work dated 6 September 2005 and specification. The contractor shall furnish transportation for the mooring buoy to and from the contractor's facility for work covered by this scope of work. The Government will load the buoy for transport onto the contractor furnished transportation in the maintenance yard of the Lake Washington Ship Canal project at Hiram M. Chittenden Locks.

PURCHASE REQUEST NUMBER: W68MD9-5223-2850

NET AMT

FOB: Destination

**STATEMENT OF WORK**

7 September 2005

**1.1 Description of Work**

The work to repair and to paint one mooring buoy covered by this statement of work includes all work required for and incidental to: transportation of the buoy from the Lake Washington Ship Canal project to the Contractor's facility, repair of the buoy, painting of the buoy, and transportation of the buoy from the Contractor's facility to the Lake Washington Ship Canal project.

**1.2 Transport and Return of Buoy**

The Contractor shall furnish transportation for the mooring buoy to and from the Contractor's facility for the work covered by this contract. The Government will load the buoy for transport onto the Contractor furnished transportation in the maintenance yard of the Lake Washington Ship Canal project at the Hiram M. Chittenden Locks, Seattle, Washington. Upon completion of contract work, the Contractor shall furnish transportation of the buoy back to the maintenance yard. The Government will unload the buoy from the Contractor furnished transportation. Pickup and return shall be coordinated with, Mechanical Engineer. Date and time of unloading of returned buoy will be considered as time of completion of contract.

**1.3 Repair and Painting of Buoy**

1.3.1 Mooring buoy is generally as depicted on reference drawing PEG TOP BUOY MARK II, GENERAL ARRANGEMENT, Drawing Number 275045. Drawing Number 275045 is furnished for reference only and shows conditions at time of original construction of buoy. The Government does not warrant that conditions will be exactly as shown.

1.3.2 Repair and painting of buoy shall be in accordance with Sections 09910 and 05101 of this Statement of Work.

The existing interior surface of the buoy is coated with a red lead primer. The buoy is full of closed cell polyurethane foam that may currently be saturated with water. The exterior contains a weathered painting system comparable with the newly specified paint system.

Appurtenance items (such as anodes, bolting, rub strips, manhole covers, and life cables) shall be removed from the buoy. Existing closed cell polyurethane foam shall be removed from the buoy. The interior and exterior buoy surfaces shall be blasted and cleaned. The Contractor shall inspect the buoy and repair (subject to Government approval) any pits, cracks or flaws that are deeper than 40 percent of the base metal thickness (base metal thickness is nominally 5/16"). Repairs shall be accomplished by one of two methods: 1. Fill with low hydrogen SMAW weldment and ground smooth. 2. Areas of greater degradation shall be repaired with 1/4" thick skin plates welded over the existing buoy plate. The

Contractor shall provide studs to accommodate eight 50-pound zinc anodes. After repairs, the interior and exterior surfaces shall be blasted with an angular profile of 2-3 mils.

The interior surfaces shall be prepared in accordance with SSPC SP 10 (near white blast cleaning). The interior of the buoy shall receive two coats (4 mils) of epoxy zinc-rich paint (E-303d) followed by multiple coats of MIL-P-24441/22 (minimum overall thickness of 7.0 mils at any point over the surface profile).

The exterior surfaces shall be prepared in accordance with SSPC SP 5. The exterior of the buoy shall receive two coats (4 mils) of epoxy zinc-rich paint (E-303d) followed by multiple coats of MIL-P-24441/22 (minimum overall thickness of 9.0 mils at any point over the surface profile). In addition, the exterior shall be provided with one coat of clear urethane (2 mils).

The interior of the buoy shall be completely filled with closed cell polyurethane foam with a density of 2 pounds per cubic foot. Eight new 50-pound zinc anodes shall be furnished by the Contractor and installed in accordance with the Zinc Anode Mounting Detail onto the newly painted studs. The Contractor shall reinstall the painted manhole covers with Contractor furnished gaskets and grade 5 steel bolts. The Contractor shall reinstall the rubber strips with Contractor furnished grade 5 steel bolts. The Contractor shall furnish and install eight equally spaced 6-inch wide by 4-foot long lengths of pressure sensitive, white reflectorized tape (parallel to and 1/2-inch below) below the top deck. The tape shall clear the boat hood cranks and lifting lugs. The Contractor shall furnish and install twelve 3/8" diameter galvanized steel cables (rubber coated) attached to the buoy with 3/8" shackles.

END OF SECTION



AUG. 19. 2005 1:31PM ARMY COE LWSC

NO. 608 P. 2

## SECTION 01330

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.1 CONTROL AND SCHEDULING OF SUBMITTALS

###### 1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), with the exception of Division 1 submittals, the Contractor shall meet with the COR and provide and further develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

- Government Approved (GA)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO)

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

- Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

###### 1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

AUG.19.2005 1:31PM ARMY COE LWSC

NO.608 P.3

### 1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

## 1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

### Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

### Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

### Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

### Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

### Statements

A document, required of the Contractor, or through the Contractor from a subcontractor, supplier, installer, or manufacturer to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other quality verifications.

### Reports

Reports of inspections or tests, including analyses and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

### Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer that a product, system or material meets specified requirements. The statement must be dated

AUG.19.2005 1:32PM ARMY COE LWSC

NO.608 P.4

after the award of this contract and state the Contractor's name and address, project and location, and list specific requirements which are being certified.

#### Samples

Fabricated and/or unfabricated physical examples of materials, products, and/or units of work as complete units or as portions of units.

#### Records

Documentation to record compliance with technical or administrative requirements.

#### Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual.

Submittals required by the Contract Clauses and other non-technical parts of the contract are not necessarily included in this section. These type of submittals can be added to the register before or during the submittal coordination meeting.

### 1.3 APPROVED SUBMITTALS

The approval of submittals by the COR shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

### 1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

### 1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

### PART 2 PRODUCTS (Not Applicable)

AUG. 19. 2005 1:32PM ARMY COE LWSC

NO. 608 P. 5

## PART 3 EXECUTION

### 3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams; operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. GA submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

### 3.2 SUBMITTAL REGISTER (ENG Form 4288)

The submittal register - ENG Form 4288 - for Divisions 2 through 16 shall be developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section.) The Government will prepare ENG Form 4288 for submittals required in Division 1. (Submittal register forms for Division 1 and a blank form ENG 4288 are attached in APPENDIX A at the end of this specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by annotating this Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled "Item No." and all data under "Contractor Schedule Dates" and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column "Item No." are to be assigned sequentially starting with "1" for each specification section. DO NOT preassign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

### 3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the "Remarks"

AUG. 19. 2005 1:32PM ARMY COE LWSC

NO. 608 P. 6

column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

### 3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both GA and FIO submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not used, the original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. These forms shall be filled in completely prior to submittal. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

### 3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG FORM 4288. The item numbers in column "Item No." of submittal register shall correspond to the item numbers on ENG Form 4025.

### 3.6 SUBMITTAL PROCEDURE

#### 3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the "Remarks" column. Submit a complete collated "reviewers copy" with one 4025 form and attachments (not originals). The remaining copies (4 for GA, 2 for FIO) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

#### 3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

AUG. 19. 2005 1:32PM ARMY COE LWSC

NO. 608 P. 7

### 3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as GA, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

### 3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3 by 4 inch clear area adjacent. The title block shall contain the subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 10-1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

#### 3.6.4.1 Submittals Containing Drawings Larger than 11 inch by 17 inch

For GA submittals containing drawings larger than 11 inch by 17 inch, one reproducible and one blue line copy will be required to be submitted with five copies of the ENG Form 4025. The marked-up reproducible (and/or any review comments contained on the page-size comment sheet(s) at the Government's option) will be returned to the Contractor upon review. The Contractor shall provide three copies of blue line drawings (generated from the reviewed reproducible) to the Government within 10 days of Contractor's receipt of the reviewed reproducible. The Contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The Contractor shall use the marked-up reproducible to make any additional copies as needed. For FIO submittals, one reproducible and two blue line copies shall be submitted with the appropriate number of copies of ENG Form 4025.

### 3.6.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 3 inch by 4 inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

### 3.7 SAMPLES REQUIRING LABORATORY ANALYSIS - NOT USED

AUG. 19. 2005 1:32PM ARMY COE LWSC

NO. 608 P. 8

### 3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

### 3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports.

### 3.10 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### 3.11 GOVERNMENT APPROVED SUBMITTALS (GA)

The Contractor shall submit 5 copies of GA submittals with 5 corresponding 4025 forms. Upon completion of GA submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See "Drawings" above for special instructions if drawings larger than size 11 inch by 17 inch are used.

#### 3.11.1 Processing of GA Submittals

Submittals will be reviewed and processed as follows:

a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.

e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the

AUG. 19. 2005 1:33PM ARMY COE LWSC

NO. 608 P. 9

revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

### 3.12 INFORMATION ONLY SUBMITTALS (FIO)

The Contractor shall submit three copies of data and four copies of ENG Form 4025. FIO submittals will not be returned. Government approval is not required on FIO submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

#### 3.12.1 Processing of FIO Submittals

FIO submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for GA submittals. Resubmittal of nonconforming FIO submittals shall be reclassified GA and shall be in five copies.

### 3.13 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:	
CONTRACT NUMBER _____	
TRANSMITTAL NUMBER _____	
ITEM NUMBER _____	
SPECIFICATION SECTION _____	
PARAGRAPH NUMBER _____	
_____ APPROVED AS SUBMITTED	
_____ APPROVED WITH CORRECTIONS AS NOTED	
SIGNATURE: _____	
TITLE: _____	
DATE _____	

#### CONTRACTORS REVIEW STAMP

MAXIMUM SIZE:

3 INCHES BY 3 INCHES



NO. 608 P. 10

1970-1971, 1972-1973

AUG. 19. 2005 1:44PM ARMY COE LMSC

NO. 608 P. 11

# INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications; also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

## THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |                                                                                               |                                                                                     |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| A -- Approved as submitted.                                                                   | E -- Disapproved (See attached).                                                    |
| B -- Approved, except as noted on drawings.                                                   | F -- Receipt acknowledged.                                                          |
| C -- Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply<br>as noted with contract requirements. |
| D -- Will be returned by separate correspondence.                                             | G -- Other (Specify)                                                                |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

01330-10  
END OF SECTION

## SECTION 05101

## WELDING

## PART 1 – GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (1992) Structural Welding Code-Steel

AWS QC-1 (1988) Standard for AWS Certification of Welding Inspectors

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## Data

Welding Procedures and Schedules; GA

Inspection Procedures; GA

Repair Procedures; GA

## Reports

Inspection Reports; FIO

## Certificates

Certificates of Compliance; FIO

Certifications for welding operator qualifications, inspectors and assistant weld inspectors.

PART 2 NOT USED

PART 3 - EXECUTION

3.1 WELDING

3.1.1 General

Welding shall be an electric arc welding process. Welding shall comply with AWS D1.1.

3.1.2 Filler Metal

The electrode and grade of weld metal shall conform to the appropriate AWS specification for the base metal and welding process being used. The AWS designation of the electrodes to be used shall be included in the schedule of welding procedure to be furnished. The filler metal shall meet the requirements of AWS D1.1, Section 4.

3.1.3 Qualifications of Welders and Welding Operators

Welding operators and welders shall be qualified for the particular type of work being done. Qualification shall be in accordance with AWS D1.1. Welders and welding operators so qualified shall be certified and approved by name prior to any welding being performed by that individual. The qualifications shall be submitted on Form E-4, Appendix E of AWS D1.1 or equal. Prior qualification may be accepted provided the welder has performed satisfactory work in accordance with AWS D1.1 within the preceding 3 months. The welder or welding operator shall be required to repeat the qualifying tests when, in the opinion of the Government, their work indicates a reasonable doubt as to their proficiency. Certification shall be submitted for those passing the test and upon approval, they shall be considered qualified. Those not passing shall be disqualified until passing. All expenses in connection with qualification or requalification shall be borne by the Contractor.

3.1.4 Workmanship Requirements

Preheating shall be performed as required by AWS D1.1 or as otherwise specified. Each procedure shall be clearly identified as being either prequalified or qualified by test.

3.1.5 Inspection

3.1.5.1 General

All welding shall be inspected to insure that the welds conform to the requirements of this specification, AWS D1.1 and the approved welding procedure. Inspection shall be performed in two categories: 1) Contractor's Quality Control shall guarantee complete compliance of all welds with the contract requirements, and 2) Government Quality Assurance will be to verify implementation and acceptability of Contractor's Quality Control.

Inspections performed under the Contractor's Quality Control shall be in accordance with the specifications herein and Section 6 of AWS D1.1. The Contractor's weld inspector shall hold a current certification as a certified welding inspector (CWI) in accordance with AWS QC1. Copies of the weld inspector's certification for all assistant inspectors shall be submitted.

Inspection and tests shall be performed before, during and after welding to ensure that materials and workmanship meet the requirements specified. 100 percent of all welds shall be visually inspected. Furthermore, 25 percent of welds shall be inspected by magnetic particle testing or liquid penetrant testing. The evaluation of the tests or inspections shall be subject to approval and all records shall become the property of the Government.

The procedure for making, evaluating and reporting the inspections of welds shall conform to the requirements of AWS D1.1. All welds shall meet the inspection requirements of AWS D1.1 Section 9.25 for visual, magnetic particle and liquid penetrant as applicable for the procedure specified.

Defective welds shall be repaired in compliance with AWS D1.1, Section 3.7. The welding repair plan shall be submitted for approval prior to making repairs. Defective weld metal shall be removed to sound metal by use of grinding. Costs of repair and retesting shall be borne by the Contractor.

All welds shall be subject to Government inspection. If welds are found to be defective, the Contractor repair and retested the welds. All costs including Government testing, repair and subsequent retesting shall be borne by the Contractor.

END OF SECTION

SECTION 09964  
PAINTING: HYDRAULIC STRUCTURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z358.1 (1998) Emergency Eyewash and Shower Equipment

ANSI Z87.1 (2003) Practice for Occupational and Educational Eye and Face Protection

ASTM INTERNATIONAL (ASTM)

ASTM D 1045 (1995; R 2001) Sampling and Testing Plasticizers Used in Plastics

ASTM D 1152 (1997; R 2001) Methanol (Methyl Alcohol)

ASTM D 1153 (1994; R 2001) Methyl Isobutyl Ketone

ASTM D 1186 (2001) Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base

ASTM D 12 (1988; R 1998) Raw Tung Oil

ASTM D 1200 (1994; R 1999) Viscosity by Ford Viscosity Cup

ASTM D 1210 (1996; R 2004) Fineness of Dispersion of Pigment-Vehicle Systems by Hegman-Type Gage

ASTM D 1308 (2002e1) Effect of Household Chemicals on Clear and Pigmented Organic Finishes

ASTM D 1400 (2000) Nondestructive Measurement of Dry Film Thickness of Nonconductive Coatings Applied to a Nonferrous Metal Base

ASTM D 1475 (1998; R 2003) Density of Liquid Coatings, Inks, and Related Products

ASTM D 153 (1984; R 2003) Specific Gravity of Pigments

ASTM D 1640 (2003) Drying, Curing, or Film Formation of Organic Coatings at Room Temperature

ASTM D 235 (2002) Mineral Spirits (Petroleum Spirits) (Hydrocarbon Dry Cleaning Solvent)

ASTM D 2369 (2004) Volatile Content of Coatings

ASTM D 281 (1995; R 2002) Oil Absorption of Pigments by Spatula Rub-Out

ASTM D 2917 (2002) Methyl Isoamyl Ketone

ASTM D 304 (1995; R 1999) n-Butyl Alcohol (Butanol)

ASTM D 3721 (1983; R 1999) Synthetic Red Iron Oxide Pigment

ASTM D 4206 (1996; R 2001) Sustained Burning of Liquid Mixtures Using the Small Scale Open-Cup Apparatus

ASTM D 4417 (2003) Field Measurement of Surface Profile of Blast Cleaned Steel

ASTM D 520 (2000) Zinc Dust Pigment

ASTM D 561 (1982; R 2003) Carbon Black Pigment for Paint

ASTM D 740 (1994; R 2001) Methyl Ethyl Ketone

ASTM D 841 (2002) Nitration Grade Toluene

ASTM D 962 (1981; R 2003) Aluminum Powder and Paste Pigments for Paints

ASTM E 1347 (2003) Color and Color Difference Measurement by Tristimulus (Filter) Colorimetry

MASTER PAINTERS INSTITUTE (MPI)

MPI 114 (Jan 2004) Interior Latex, Gloss, MPI Gloss Level 6

MPI 46 (Jan 2004) Interior Enamel Undercoat

MPI 47 (Jan 2004) Interior Alkyd, Semi-Gloss, MPI Gloss Level 5

MPI 48 (Jan 2004) Interior Alkyd, Gloss, MPI Gloss Level 6

MPI 49 (Jan 2004) Interior Alkyd, Flat, MPI Gloss Level 1

MPI 50 (Jan 2004) Interior Latex Primer Sealer

MPI 51 (Jan 2004) Interior Alkyd, Eggshell, MPI Gloss Level 2

MPI 52 (Jan 2004) Interior Latex, MPI Gloss Level 3

MPI 53 (Jan 2004) Interior Latex, Flat, MPI Gloss Level 1

MPI 54 (Jan 2004) Interior Latex, Semi-Gloss, MPI Gloss Level 5

MPI 9 (Jan 2004) Exterior Alkyd, Gloss, MPI Gloss Level 6

#### NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2005) National Electrical Code

#### NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH 98-119 (1998; 4th Ed) Supplement 2 to NIOSH Manual of Analytical Methods

#### THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Guide 6 (1997) Guide for Containing Debris Generated During Paint Removal Operations

SSPC PS 26.00 (2000) Aluminum Pigmented Epoxy Coating System Materials Specification, Performance-Based (Type I for use over Blast Cleaned Steel and Type II for use over Hand Cleaned Steel)

SSPC Paint 16 (1982; R 2000) Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint

SSPC Paint 20 (2002) Zinc-Rich Primers, (Type I - "Inorganic" and Type II - "Organic")

SSPC Paint 25 (1997; R 2000) Zinc Oxide, Alkyd, Linseed Oil Primer for Use Over Hand Cleaned Steel, Type I and Type II

SSPC Paint 27 (1982; R 2000) Basic Zinc Chromate-Vinyl Butyral Wash Primer

SSPC Paint 33 (1994; R2000) Coal Tar Mastic, Cold-Applied

SSPC QP 1 (1998; R 2000) Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Industrial Structures)

SSPC QP 2 (2000) Standard Procedure for the Qualification of Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)

SSPC SP 1 (1982; R 2000) Solvent Cleaning \_\_ SSPC SP 3 (1982; R 2000) Power Tool Cleaning



SSPC SP 5 (2000) White Metal Blast Cleaning

SSPC SP 6 (2000) Commercial Blast Cleaning

SSPC SP 7 (2000) Brush-Off Blast Cleaning

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety and Health Requirements

U.S. DEPARTMENT OF DEFENSE (DOD)

MIL-DTL-24441 (Rev C; Supp 1) Paint, Epoxy-Polyamide

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

CID A-A-3130 (Rev A) Paint (For Application to Wet Surfaces)

CID A-A-3132 (Basic) Coating System: Epoxy Primer/Urethane Topcoat for Minimally Prepared Atmospheric Steel

CID A-A-50542 (Rev A) Coating System: Reflective, Slip-Resistant, Chemical-Resistant Urethane for Maintenance Facility Floors

FED-STD-595 (Rev B; Am 1) Colors, Volume 1

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1910, Subpart I Personal Protective Equipment

29 CFR 1910.134 Respiratory Protection

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1910.20 Access to Employee Exposure and Medical Records

29 CFR 1910.94 Ventilation

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926.62 Lead

40 CFR 117 Determination of Reportable Quantities for Hazardous Substances

40 CFR 122 EPA Administered Permit Programs: The National Pollutant Discharge Elimination System

40 CFR 261 Identification and Listing of Hazardous Waste

40 CFR 261, App II, Mtd 1311 Toxicity Characteristic Leaching Procedure (TCLP)

40 CFR 261, App III Chemical Analysis Test Methods

40 CFR 262 Standards Applicable to Generators of Hazardous Waste

40 CFR 262.22 Number of Copies

40 CFR 263 Standards Applicable to Transporters of Hazardous Waste

40 CFR 302 Designation, Reportable Quantities, and Notification

40 CFR 355 Emergency Planning and Notification

40 CFR 50, App B Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High Volume Method)

40 CFR 50.12 National Primary and Secondary Ambient Air Quality Standards for Lead

40 CFR 50.6 National Primary and Secondary Ambient Air Quality Standards for PM10

40 CFR 58 Ambient Air Quality Surveillance

40 CFR 60, App A, Mtd 22 Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Flares

49 CFR 171, Subchapter C Hazardous Materials Regulations

## 1.2 DESCRIPTION OF WORK

This section covers the repair, preparation, and painting of one mooring buoy. Preparation includes the removal of appurtenances items from the buoy, cleaning and surface preparation of the buoy (interior and exterior) and manhole covers for painting. Repair includes the following:

- a. welding repair of deep pits and visible skin (side) plates
- b. welding plates over areas of greater damage to the skin plates
- c. closed cell foam fill of the buoy
- d. reinstallation of manhole covers with new gaskets
- e. new welded studs for attachment of new zinc anodes
- f. attachment of eight new 50 pound (ea) zinc anodes
- g. installation of salvaged rubber strips with new bolts
- h. application of reflectorized tape striping
- i. install twelve new 3/8" diameter galvanized steel (rubber coated) cables with shackles.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-03 Product Data

##### Waste Classification, Handling, and Disposal [G]

A Waste Classification, Handling, and Disposal Plan in accordance with the requirements of 40 CFR 261 and 40 CFR 262 and paragraph Waste Classification, Handling, and Disposal.

#### SD-06 Test Reports

##### Inspection [G]

Records of inspections and operations performed. Submittals shall be made on a daily basis.

#### SD-07 Certificates

##### Qualifications [FIO]

Certification for all job sites. Submittal of the qualifications and experience of any additional qualified and competent persons employed to provide environmental, safety, and health shall also be provided.

##### Qualified Painting Contractor [FIO]

A copy of their current SSPC QP 1 and SSPC QP 3 certification.

##### Qualified Hazardous Paint Removal Contractor [FIO]

A copy of their current SSPC QP 2 certification.

##### Certified NACE Paint Inspector [FIO]

A copy of their current NACE Paint Inspector Level 3 certification.

##### Coating Thickness Gage Qualification [FIO]

Documentation of manufacturer's certification shall be submitted for all coating thickness gages.

#### 1.4 QUALIFICATIONS

Qualifications and experience shall comply with the following.

#### 1.4.1 Qualified Painting Contractor

The Contractor shall be a certified SSPC-QP 1 and SSPC-QP 3 Painting Contractor.

#### 1.4.2 Qualified Hazardous Paint Removal Contractor

The Contractor shall be a certified SSPC-QP 2 Painting Contractor.

#### 1.4.3 Coating Thickness Gage Qualification

Documentation of certification shall be submitted for all coating thickness gages. Magnetic flux thickness gages as described in ASTM D 1186 shall be used to make all coating thickness measurements on ferrous metal substrates.

Eddy current thickness gages as described in ASTM D 1400 shall be used to measure coating thickness on all nonferrous metal substrates. Gages shall have an accuracy of +/- 3 percent or better. Gages to be used on the job shall be certified by the manufacturer as meeting these requirements.

### 1.5 SAFETY AND HEALTH PROVISIONS

Work shall be performed in accordance with the requirements of 29 CFR 1910, 29 CFR 1926, EM 385-1-1.

### 1.6 PAINT PACKAGING, DELIVERY, AND STORAGE

Paints shall be processed and packaged to ensure that within a period of one year from date of manufacture, they will not gel, liver, or thicken deleteriously, or form gas in the closed container. Paints, unless otherwise specified or permitted, shall be packaged in standard containers not larger than 5 gallons, with removable friction or lug-type covers. Each container of paint or separately packaged component thereof shall be labeled to indicate the purchaser's order number, date of manufacture, manufacturer's batch number, quantity, color, component identification and designated name, and formula or specification number of the paint together with special labeling instructions, when specified. Paint shall be delivered to the job in unbroken containers. Paints that can be harmed by exposure to cold weather shall be stored in ventilated, heated shelters. All paints shall be stored under cover from the elements and in locations free from sparks and flames.

## PART 2 PRODUCTS

### 2.1 SPECIAL PAINT FORMULAS

Special paints shall have the composition as indicated in the formulas listed herein. Where so specified, certain components of a paint formulation shall be packaged in separate containers for mixing on the job. If not specified or otherwise prescribed, the color shall be that naturally obtained from the required pigmentation.

## 2.2 NOT USED

## 2.3 INGREDIENTS FOR SPECIAL PAINT FORMULAS

### 2.3.1 Pigments and Suspending Agents

- a. Zinc dust pigment shall conform to ASTM D 520, Type II.
- b. Phthalocyanine blue pigment for epoxy zinc-rich paint shall have properties similar and equal to Peacock Blue 249-1282 manufactured by Sun Chemical Co.
- c. Suspending Agent M shall be of soft translucent paste consisting of a thixotropic agent dispersed in toluene. It shall have a nonvolatile content of approximately 25 percent and a specific gravity of approximately 0.872. It shall be capable of minimizing the tendency of zinc dust to settle hard without increasing the viscosity of the paint significantly. MPS-60 (toluene), produced by Rheox, Inc., has these properties.

### 2.3.2 Resins, Plasticizer, and Catalyst

- a. The catalyst for epoxy zinc-rich paint shall be 2, 4, 6, tri (dimethylamino methyl) phenol. (DMP-30, Rohm & Haas Co., is such a chemical.)
- b. Epoxy resin for epoxy-rich paint (Formula E-303d) shall be of the solid type conforming to ASTM D 1763 for a Type I, Grade 1, Class D resin except that it shall have weight per epoxy equivalent (WPE) of 425-550 and its softening point shall be between 65 and 75.
- c. The polyamide resin for epoxy zinc-rich paint (Formula E-303d) shall be a condensation product of a dimerized fatty acid and polyamides. It shall be a solid resin at room temperature and have the following characteristics:

	<u>Minimum</u>	<u>Maximum</u>
Amine value	85	95
Color (Gardner)	-	12
Specific Gravity, 25/25 degree C	0.97	0.99
Viscosity, Poises, 150 degree C (Brookfield)	7	9

### 2.3.3 Solvent and Thinners

- a. Isopropanol (Isopropyl alcohol) shall conform to ASTM D 770.
- b. Butanol (butyl alcohol) shall conform to ASTM D 304.
- c. Methyl isoamyl ketone (MIAK) shall conform to ASTM D 2917.
- d. Methyl n-amyl ketone (MAK) shall conform to ASTM D 4360.
- e. Toluene shall conform to ASTM D 841.

## PART 3 EXECUTION

### 3.1 CLEANING AND PREPARATION OF SURFACES TO BE PAINTED

#### 3.1.1 General Requirements

Buoys shall be stripped of existing rub strips with bolting, manhole covers, and life cables/chains. Rub strips shall be reused. New bolting and life cable shall be provided by the Contractor. Manhole covers shall be conserved and reinstalled when painting is dry and complete. Surface to be painted include interior and exterior surfaces of the buoy (including inlet plugs and other attachments not specified to be removed) and removable manhole covers. Surfaces shall be clean before applying paint or surface treatments. Deposits of grease and oil shall be removed in accordance with SSPC-SP1, "Solvent Cleaning" prior to mechanical cleaning. Solvent cleaning shall be accomplished with mineral spirits or other low-toxicity solvents having a flashpoint above 100 degrees F. Cleaning cloths and clean fluids shall be used to avoid leaving a thin film of greasy residue on the surface being cleaned. Items not to be prepared or coated shall be protected from damage by the surface preparation methods. Cleaning and painting shall be so programmed that dust or other contaminants from the cleaning process do not fall on wet, newly painted surfaces, and surfaces not intended to be painted shall be suitably protected from cleaning and painting operations. Welding of, or in the vicinity of, previously painted surfaces shall be conducted in a manner to prevent weld spatter from striking the paint and to otherwise reduce coating damage to a minimum; paint damaged by welding operations shall be restored to original condition. Surfaces to be painted that will be inaccessible after construction or installation operations are completed, shall be painted before they become inaccessible. Existing anode connections shall be removed from the buoy and points of attachment ground smooth.

#### 3.1.2 Cleaning and Preparation of Surface

The exterior surfaces of the buoy shall be dry blast-cleaned to SSPC SP 5. The blast profile, unless otherwise specified, shall be 2.0 to 3.0 mils as measured by ASTM D 4417, Method C. Appropriate abrasive blast media shall be used to produce the desired surface profile and to give an angular anchor tooth pattern. The interior surface of the buoy shall be dry blast-cleaned to SSPC SP 10. If recycled blast media is used, an appropriate particle size distribution shall be maintained so that the specified profile is consistently obtained. Steel shot or other abrasives that do not produce an angular profile shall not be used. Weld spatter not dislodged by blasting shall be removed with impact or grinding tools and the areas reblasted prior to painting. Surfaces shall be dry at the time of blasting. Within 8 hours after cleaning, prior to the deposition of any detectable moisture, contaminants, or corrosion, all ferrous surfaces blast cleaned to SSPC SP 5 or SP 10 shall be cleaned of dust and abrasive particles by brush, vacuum cleaner, and/or blown down with clean, dry, compressed air, and given the first coat of paint. No paint shall be applied to any surface to be painted that has not been approved for use by the NACE certified Paint Inspector.

#### 3.1.3 Repair of Deep Pits and Visible Cracks in Skin (Side) Plates

After blast cleaning, the Contractor shall ensure that all pits in skin plates are free of deterioration, including all rust scale, rust stain or any other form of contamination. Pits deeper than 40 percent of the base material thickness (base material thickness is nominally 5/16") after cleaning shall be filled with weldment and ground smooth. In cases where welding causes burn through of liner skin plate, the area shall be covered with 1/4-inch thick steel plate. Visible cracks in the welds joining the skin (side) plates and in the skin plates shall be ground-out to clean the base metal and repaired with root and cover passes. New studs shall be provided for the attachment of 8 Contractor-furnished 50-pound zinc anodes. Studs shall be welded on each of the 8 conical skin side plate sections, such that the anodes are equidistant one from the other and are roughly in the center of each of the sections. Zinc Anode Mounting Detail, including stud, is attached to these specifications. All welding shall be done in accordance with section 05101.

### 3.2 PAINT APPLICATION

#### 3.2.1 General

The finished coating shall be free from holidays, pinholes, bubbles, runs, drops, ridges, waves, laps, excessive or unsightly brush marks, and variations in color, texture, and gloss. Application of initial or subsequent coatings shall not commence until the NACE certified Paint Inspector and the Contracting Officer has verified that atmospheric conditions and the surfaces to be coated are satisfactory. Each paint coat shall be applied in a manner that will produce an even, continuous film of uniform thickness. Edges, corners, crevices, seams, joints, welds, rivets, corrosion pits, and other surface irregularities shall receive special attention to ensure that they receive an adequate thickness of paint. Spray equipment shall be equipped with traps and separators and where appropriate, mechanical agitators, pressure gauges, pressure regulators, and screens or filters. Air caps, nozzles, and needles shall be as recommended by the spray equipment manufacturer for the material being applied.

#### 3.2.2 Mixing and Thinning

Paints shall be thoroughly mixed, strained where necessary, and kept at a uniform composition and consistency during application. Paste or dry-powder pigments specified to be added at the time of use shall, with the aid of powered stirrers, be incorporated into the vehicle or base paint in a manner that will produce a smooth, homogeneous mixture free of lumps and dry particles. Where necessary (in the opinion of the NACE certified Paint Inspector) to suit conditions of the surface temperature, weather, and method of application, the paint may be thinned immediately prior to use. Thinning shall generally be limited to the addition of not more than 1 pint per gallon of the proper thinner; this general limitation shall not apply when more specific thinning instructions are provided. Paint that has been stored at low temperature, shall be brought up to at least 70 degrees F before being mixed and thinned, and its temperature in the spray tank or other working container shall not fall below 60 degrees F during the application. Paint that has deteriorated in any manner to a degree that it cannot be restored to essentially its original condition by customary field-mixing methods shall not

be used. Paint and thinner that is more than 1 year old shall be resampled and resubmitted for testing to determine its suitability for application.

### 3.2.3 Atmospheric and Surface Conditions

Paint shall be applied only to surfaces that are above the dew point temperature and that are completely free of moisture as determined by sight and touch. Paint shall not be applied to surfaces upon which there is detectable frost or ice. Except as otherwise specified, the temperature of the surfaces to be painted and of air in contact therewith shall be not less than 45 degrees F during paint application nor shall paint be applied if the surfaces can be expected to drop to 32 degrees F or lower before the film has dried to a reasonably firm condition. During periods of inclement weather, painting may be continued by enclosing the surfaces and applying artificial heat, provided the minimum temperatures and surface dryness requirements prescribed previously are maintained. Paint shall not be applied to surfaces heated by direct sunlight or other sources to temperatures that will cause detrimental blistering, pinholing, or porosity of the film.

### 3.2.4 Time Between Surface Preparation and Painting

Surfaces that have been cleaned and/or otherwise prepared for painting shall be primed as soon as practicable after such preparation has been completed but, in any event, prior to any deterioration of the prepared surface.

### 3.2.5 Method of Paint Application

Unless otherwise specified, paint shall be applied by brush or spray to ferrous and nonferrous metal surfaces. Special attention shall be directed toward ensuring adequate coverage of edges, corners, crevices, pits, rivets, bolts, welds, and similar surface irregularities. Other methods of application to metal surfaces shall be subject to the specific approval of the Contracting Officer.

### 3.2.6 Coverage and Film Thickness

Film thickness or spreading rates shall be as specified hereinafter. Where no spreading rate is specified, the paint shall be applied at a rate normal for the type of material being used. In any event, the combined coats of a specified paint system shall completely hide base surface and the finish coats shall completely hide undercoats of dissimilar color.

#### 3.2.6.1 Measurement on Ferrous Metal

Where dry film thickness requirements are specified for coatings on ferrous surfaces, measurements shall be made with a gage qualified in accordance with paragraph Coating Thickness Gage Qualification. They shall be calibrated and used in accordance with ASTM D 1186. They shall be calibrated using plastic shims with metal practically identical in composition and surface preparation to that being coated, and of substantially the same thickness (except that for measurements on metal thicker than 1/4 inch, the instrument may be calibrated on metal with a minimum thickness of 1/4 inch). Frequency of measurements shall be as recommended for field measurements by ASTM D 1186



and reported as the mean for each spot determination. The instruments shall be calibrated or calibration verified prior to, during, and after each use.

#### 3.2.7 Progress of Painting Work

Where field painting on any type of surface has commenced, the complete painting operation, including priming and finishing coats, on that portion of the work shall be completed as soon as practicable, without prolonged delays. Sufficient time shall elapse between successive coats to permit them to dry properly for recoating, and this period shall be modified as necessary to suit adverse weather conditions. Paint shall be considered dry for recoating when it feels firm, does not deform or feel sticky under moderate pressure of the finger, and the application of another coat of paint does not cause film irregularities such as lifting or loss of adhesion of the undercoat. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats. At the time of application of each successive coat, undercoats shall be cleaned of dust, grease, overspray, or foreign matter by means of airblast, solvent cleaning, or other suitable means. Undercoats of high gloss shall, if necessary for establishment of good adhesion, be scuff sanded, solvent wiped, or otherwise treated prior to application of a succeeding coat.

#### 3.2.8 Protection of Painted Surfaces

Where shelter and/or heat are provided for painted surfaces during inclement weather, such protective measures shall be maintained until the paint film has dried and discontinuance of the measures is authorized. Items that have been painted shall not be handled, worked on, or otherwise disturbed until the paint coat is fully dry and hard. All metalwork coated in the shop or field prior to final erection shall be stored out of contact with the ground in a manner and location that will minimize the formation of water-holding pockets; soiling, contamination, and deterioration of the paint film, and damaged areas of paint on such metalwork shall be cleaned and touched up without delay.

### 3.3 PAINT SYSTEMS APPLICATION

The required paint systems and the surfaces to which they shall be applied are shown below under the paragraph, "PAINTING SCHEDULES". Supplementary information follows.

#### 3.3.1 Surface Preparation

The method of surface preparation and pretreatment shown in the tabulation of paint systems is for identification purposes only. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with detailed requirements previously described. No paint shall be applied to any surface to be painted that has not been approved for use by the NACE certified Paint Inspector.

#### 3.3.2 System No. 21-A-Z

The epoxy zinc-rich paint 19B shall be applied in two singles half-lapped spray coats to an average dry film thickness of 4.0 mils, and a thickness at any point of not less than 2.5 mils or greater than 8.0 mils. After a drying period of not less than 6 hours nor more than 96 hours, at least two coats of epoxy polyamide paint shall be applied to produce an average dry film thickness totaling 12 mils and a thickness at any point of not less than 9.0 mils or greater than 20.0 mils. If the epoxy zinc-rich paint has been applied in the shop or otherwise has been permitted to cure for longer than 96 hours, it shall be abraded and recoated with an additional thin tack coat of the zinc-rich paint, which in turn shall be overcoated within 96 hours with the first coat of the epoxy polyamide paint. When applying MIL-DTL-24441, the type of thinner, amount of thinning, and required induction time shall be as recommended by the manufacturer. The drying time between non-zinc coats shall not be less than 12 hours nor more than 96 hours.

### 3.4 INSPECTION

The Contractor shall inspect, document, and report all work phases and operations on a daily basis. As a minimum the daily report shall contain the following:

- a. Inspections performed, including the area of the structure involved and the results of the inspection.
- b. Surface preparation operations performed, including the area of the structure involved, the mode of preparation, the kinds of solvent, abrasive, or power tools employed, and whether contract requirements were met.
- c. Thinning operations performed, including thinners used, batch numbers, and thinner/paint volume ratios.
- d. Application operations performed, including the area of the structure involved, mode of application employed, ambient temperature, substrate temperature, dew point, relative humidity, type of paint with batch numbers, elapsed time between surface preparation and application, elapsed time for recoat, condition of underlying coat, number of coats applied, measured dry film thickness and spreading rate of each new coating.

### 3.5 PAINTING SCHEDULES

SYSTEM NO. 21-A-Z

Items or surfaces to be coated: Interior and exterior of buoy and manhole

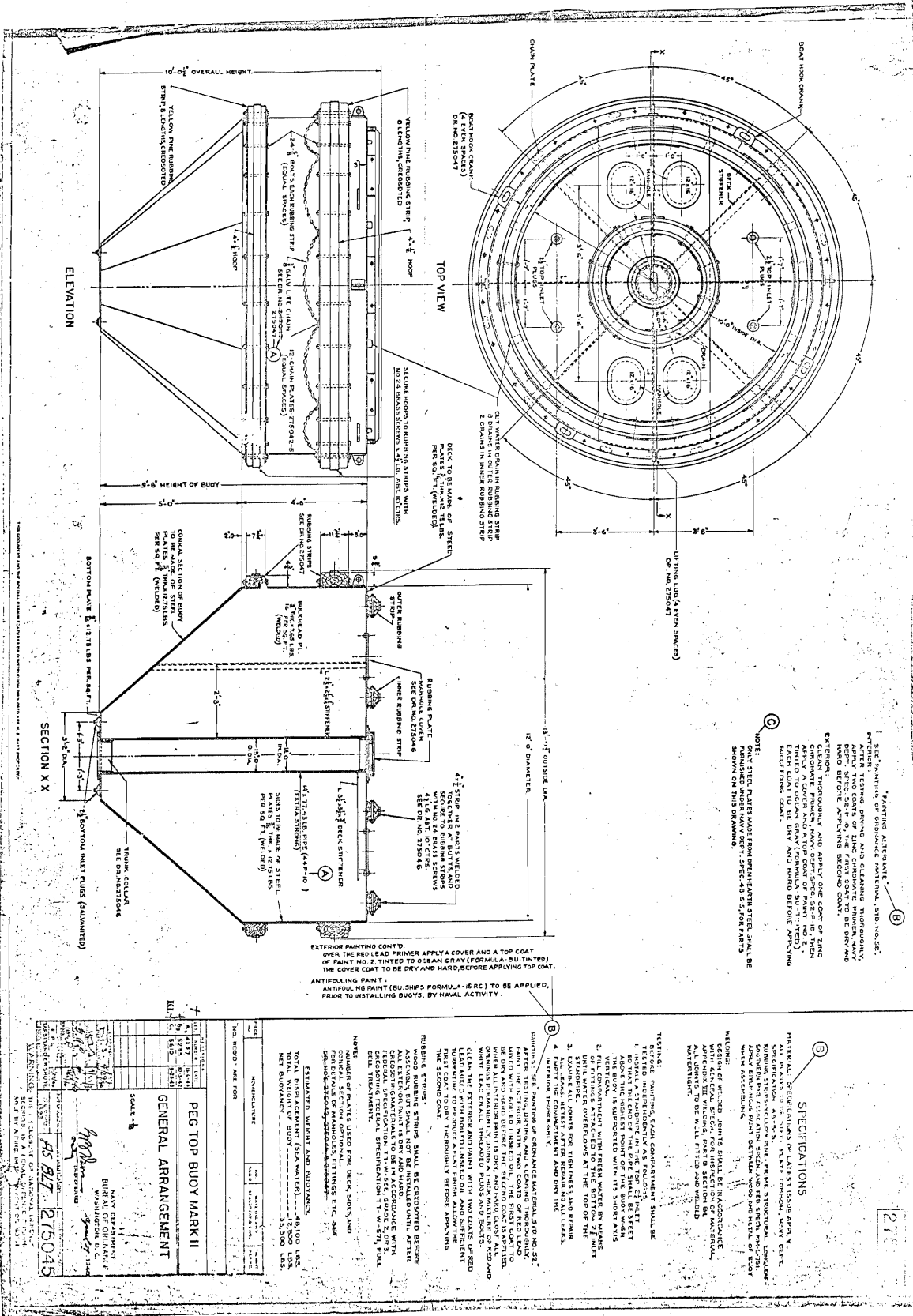
SURFACE PREPARATION	1st & 2nd COAT	3rd & 4th COAT	5th COAT_
As specified for each type of surface	MIL-DTL-24441 /19B	MIL-DTL-24441, /22 White	(as needed to obtain specified thickness)

### 3.6 REPAIRS AFTER PAINTING IS DRY AND COMPLETE

After the coating system has been applied to the satisfaction of the NACE certified Paint Inspector and is dry, the following work shall be accomplished: Eight (8) new 50-pound zinc anodes shall be furnished by the Contractor and installed in accordance with the Zinc Anode Mounting Detail onto the new, painted studs. The Contractor shall completely fill the buoy with a closed cell polyurethane foam of 2 pounds per cubic foot density. The Contractor shall reinstall the painted manhole covers with new Contractor furnished gaskets and bolts. The Contractor shall reinstall all rub strips with new Contractor furnished bolts. The Contractor shall furnish and install 8 equally spaced 6-inch wide by 4-foot long lengths of pressure sensitive white reflectorized tape parallel to and ½-inch below the top deck. They shall clear the hook cranks and lifting rings. Contractor shall furnish and install life cables and associated hardware. Contractor shall touch-up paint uncoated or damaged surfaces under the direction of the NACE certified Paint Inspector. The Contractor shall secure all loose and appurtenance items of the mooring buoy for return transport to the Lake Washington Ship Canal project in such a manner to protect all newly coated surfaces.

END OF SECTION

DWG. 275045 - MOORING BUOYS  
PEG TOP BUOY MARK II -  
GENERAL ARRANGEMENT



3/8" HEX. HD  
NUT C.R.S.

SKIN PL OR  
STEEL PLATE

1/2" WELDED STUD W/  
SHOULDER 3/8" DIA.  
THD., C.R.S.

ANODE

C.R.S. = CORROSION RESISTANT  
STEEL (CHROME NICKEL  
STAINLESS)

PITCH COATING  
THIS SIDE ONLY

ZINC ANODE  
MOUNTING DETAIL  
NOT TO SCALE

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989

## CLAUSES INCORPORATED BY FULL TEXT

## Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.



Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-----

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
-----	-----
—	—
-----	-----
—	—

—	—
---	---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of

U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the



date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- x\_\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- \_\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- x\_\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

  x   (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.amet.gov/far> or <http://farsit.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfar.html>

(End of clause)

SERVICE WAGES  
94-2563 WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (28) AREA: WA, SEATTLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD: 94-2564

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D. C. 20210

William W. Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2563  
Revision No.: 28  
Date Of Revision: 05/23/2005

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.92
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	15.44
01014 - Accounting Clerk IV	17.28
01030 - Court Reporter	16.18
01050 - Dispatcher, Motor Vehicle	17.90
01060 - Document Preparation Clerk	13.20
01070 - Messenger (Courier)	11.90
01090 - Duplicating Machine Operator	13.12
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	10.34
01116 - General Clerk II	11.53
01117 - General Clerk III	14.80
01118 - General Clerk IV	16.82
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.58
01132 - Key Entry Operator II	15.36
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	13.33
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	14.97
01312 - Secretary II	15.92
01313 - Secretary III	17.77
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.66
01341 - Stenographer I	13.61
01342 - Stenographer II	15.66
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	15.58
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	16.18

01520 - Test Proctor	16. 18
01531 - Travel Clerk I	12. 28
01532 - Travel Clerk II	13. 20
01533 - Travel Clerk III	14. 12
01611 - Word Processor I	13. 46
01612 - Word Processor II	15. 66
01613 - Word Processor III	18. 65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15. 66
03041 - Computer Operator I	15. 66
03042 - Computer Operator II	16. 73
03043 - Computer Operator III	19. 24
03044 - Computer Operator IV	21. 87
03045 - Computer Operator V	24. 27
03071 - Computer Programmer I (1)	16. 86
03072 - Computer Programmer II (1)	20. 89
03073 - Computer Programmer III (1)	27. 62
03074 - Computer Programmer IV (1)	27. 62
03101 - Computer Systems Analyst I (1)	27. 62
03102 - Computer Systems Analyst II (1)	27. 62
03103 - Computer Systems Analyst III (1)	27. 62
03160 - Peripheral Equipment Operator	16. 59
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21. 30
05010 - Automotive Glass Installer	20. 34
05040 - Automotive Worker	20. 34
05070 - Electrician, Automotive	21. 01
05100 - Mobile Equipment Servicer	18. 98
05130 - Motor Equipment Metal Mechanic	21. 73
05160 - Motor Equipment Metal Worker	20. 34
05190 - Motor Vehicle Mechanic	21. 69
05220 - Motor Vehicle Mechanic Helper	18. 29
05250 - Motor Vehicle Upholstery Worker	19. 67
05280 - Motor Vehicle Wrecker	20. 34
05310 - Painter, Automotive	21. 01
05340 - Radiator Repair Specialist	20. 34
05370 - Tire Repairer	16. 61
05400 - Transmission Repair Specialist	21. 73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9. 70
07010 - Baker	13. 92
07041 - Cook I	11. 74
07042 - Cook II	12. 83
07070 - Dishwasher	9. 59
07130 - Meat Cutter	18. 25
07250 - Waiter/Waitress	11. 91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21. 06
09040 - Furniture Handler	16. 94
09070 - Furniture Refinisher	21. 06
09100 - Furniture Refinisher Helper	18. 25
09110 - Furniture Repairer, Minor	19. 54
09130 - Upholsterer	21. 06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11. 36
11060 - Elevator Operator	10. 92
11090 - Gardener	14. 37
11121 - House Keeping Aid I	9. 57
11122 - House Keeping Aid II	10. 92
11150 - Janitor	11. 69
11210 - Laborer, Grounds Maintenance	13. 01
11240 - Maid or Houseman	9. 57
11270 - Pest Controller	15. 16
11300 - Refuse Collector	14. 37
11330 - Tractor Operator	13. 50
11360 - Window Cleaner	12. 32
12000 - Health Occupations	
12020 - Dental Assistant	16. 74
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	18. 11
12071 - Licensed Practical Nurse I	14. 93



12072 - Licensed Practical Nurse II	16.77
12073 - Licensed Practical Nurse III	18.77
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	16.10
12190 - Medical Record Technician	17.63
12221 - Nursing Assistant I	9.66
12222 - Nursing Assistant II	10.72
12223 - Nursing Assistant III	11.85
12224 - Nursing Assistant IV	14.10
12250 - Pharmacy Technician	15.97
12280 - Phlebotomist	14.10
12311 - Registered Nurse I	24.56
12312 - Registered Nurse II	29.96
12313 - Registered Nurse II, Specialist	29.96
12314 - Registered Nurse III	35.61
12315 - Registered Nurse III, Anesthetist	35.61
12316 - Registered Nurse IV	39.92
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.18
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	22.58
13013 - Exhibits Specialist III	27.78
13041 - Illustrator I	19.68
13042 - Illustrator II	22.44
13043 - Illustrator III	27.61
13047 - Librarian	25.37
13050 - Library Technician	16.06
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.02
15030 - Counter Attendant	9.02
15040 - Dry Cleaner	11.38
15070 - Finisher, Flatwork, Machine	9.021
15090 - Presser, Hand	6.02
15100 - Presser, Machine, Drycleaning	9.02
15130 - Presser, Machine, Shirts	9.02
15160 - Presser, Machine, Wearing Apparel, Laundry	9.02
15190 - Sewing Machine Operator	12.18
15220 - Tailor	19.98
15250 - Washer, Machine	9.81
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.82
21020 - Material Coordinator	18.19
21030 - Material Expediter	18.12
21040 - Material Handling Laborer	15.41
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	18.06
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	13.41
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	17.05
21210 - Tools and Parts Attendant	18.57
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.71
23040 - Aircraft Mechanic Helper	18.64
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.90
23070 - Aircraft Worker	21.03
23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25

23125 - Cable Splicer	27. 27
23130 - Carpenter, Maintenance	24. 72
23140 - Carpet Layer	24. 29
23160 - Electrician, Maintenance	31. 22
23181 - Electronics Technician, Maintenance I	22. 01
23182 - Electronics Technician, Maintenance II	23. 72
23183 - Electronics Technician, Maintenance III	27. 85
23260 - Fabric Worker	19. 84
23290 - Fire Alarm System Mechanic	21. 71
23310 - Fire Extinguisher Repairer	18. 98
23340 - Fuel Distribution System Mechanic	23. 03
23370 - General Maintenance Worker	17. 86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	24. 63
23430 - Heavy Equipment Mechanic	22. 62
23440 - Heavy Equipment Operator	25. 60
23460 - Instrument Mechanic	22. 80
23470 - Laborer	12. 08
23500 - Locksmith	20. 96
23530 - Machinery Maintenance Mechanic	21. 75
23550 - Machinist, Maintenance	20. 97
23580 - Maintenance Trades Helper	17. 93
23640 - Millwright	24. 46
23700 - Office Appliance Repairer	22. 20
23740 - Painter, Aircraft	22. 63
23760 - Painter, Maintenance	21. 06
23790 - Pipefitter, Maintenance	28. 79
23800 - Plumber, Maintenance	26. 79
23820 - Pneumatic Systems Mechanic	22. 80
23850 - Rigger	21. 71
23870 - Scale Mechanic	21. 11
23890 - Sheet-Metal Worker, Maintenance	23. 77
23910 - Small Engine Mechanic	20. 41
23930 - Telecommunication Mechanic I	22. 58
23931 - Telecommunication Mechanic II	23. 22
23950 - Telephone Lineman	22. 58
23960 - Welder, Combination, Maintenance	21. 71
23965 - Well Driller	22. 80
23970 - Woodcraft Worker	22. 62
23980 - Woodworker	18. 89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9. 23
24580 - Child Care Center Clerk	11. 51
24600 - Chore Aid	9. 96
24630 - Homemaker	16. 15
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	24. 25
25040 - Sewage Plant Operator	24. 00
25070 - Stationary Engineer	24. 25
25190 - Ventilation Equipment Tender	18. 82
25210 - Water Treatment Plant Operator	24. 00
27000 - Protective Service Occupations	
(not set) - Police Officer	26. 14
27004 - Alarm Monitor	19. 25
27006 - Corrections Officer	22. 62
27010 - Court Security Officer	25. 57
27040 - Detention Officer	23. 51
27070 - Firefighter	25. 24
27101 - Guard I	10. 63
27102 - Guard II	18. 63
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	20. 84
28020 - Hatch Tender	20. 84
28030 - Line Handler	20. 84
28040 - Stevedore I	18. 49
28050 - Stevedore II	21. 74
29000 - Technical Occupations	
21150 - Graphic Artist	23. 86
29010 - Air Traffic Control Specialist, Center (2)	32. 84
29011 - Air Traffic Control Specialist, Station (2)	22. 64
29012 - Air Traffic Control Specialist, Terminal (2)	24. 95

29023 - Archeological Technician I	17.61
29024 - Archeological Technician II	19.69
29025 - Archeological Technician III	24.40
29030 - Cartographic Technician	24.40
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.32
29040 - Civil Engineering Technician	24.46
29061 - Drafter I	15.69
29062 - Drafter II	17.61
29063 - Drafter III	20.19
29064 - Drafter IV	24.40
29081 - Engineering Technician I	15.75
29082 - Engineering Technician II	17.68
29083 - Engineering Technician III	19.95
29084 - Engineering Technician IV	24.62
29085 - Engineering Technician V	29.98
29086 - Engineering Technician VI	36.27
29090 - Environmental Technician	21.72
29100 - Flight Simulator/Instructor (Pilot)	35.02
29160 - Instructor	25.77
29210 - Laboratory Technician	21.18
29240 - Mathematical Technician	24.40
29361 - Paralegal/Legal Assistant I	19.04
29362 - Paralegal/Legal Assistant II	23.51
29363 - Paralegal/Legal Assistant III	25.94
29364 - Paralegal/Legal Assistant IV	34.75
29390 - Photooptics Technician	24.40
29480 - Technical Writer	29.98
29491 - Unexploded Ordnance (UXO) Technician I	20.88
29492 - Unexploded Ordnance (UXO) Technician II	25.26
29493 - Unexploded Ordnance (UXO) Technician III	30.28
29494 - Unexploded (UXO) Safety Escort	20.88
29495 - Unexploded (UXO) Sweep Personnel	20.88
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.95
31260 - Parking and Lot Attendant	10.06
31290 - Shuttle Bus Driver	13.66
31300 - Taxi Driver	10.74
31361 - Truckdriver, Light Truck	13.66
31362 - Truckdriver, Medium Truck	19.58
31363 - Truckdriver, Heavy Truck	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	11.54
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.07
99043 - Carnival Worker	10.26
99050 - Desk Clerk	10.81
99095 - Embalmer	22.09
99300 - Lifeguard	10.97
99310 - Mortician	22.27
99350 - Park Attendant (Aide)	13.78
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.87
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	15.53
99610 - Sales Clerk	12.04
99620 - School Crossing Guard (Crosswalk Attendant)	13.53
99630 - Sport Official	10.97
99658 - Survey Party Chief (Chief of Party)	24.57
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.31
99660 - Surveying Aide	12.87
99690 - Swimming Pool Operator	18.42
99720 - Vending Machine Attendant	17.56
99730 - Vending Machine Repairer	17.65
99740 - Vending Machine Repairer Helper	17.56

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.87 an hour or \$114.80 a week or \$497.47 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.